



Office of the City Manager

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Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager */MLC/dan*

Date: October 8, 2015

Initiated By: Megan D. O'Callaghan, Director of Public Works
Brian K. Ashford, Facilities Manager

Re: Ordinance 71-15 – Authorizing the City Manager to Execute a Utility Easement Granting American Electric Power Easement on Property owned by the City of Dublin, Located at 6565 Commerce Parkway for the Justice Center Expansion/Renovation Project, and Declaring an Emergency.

Background

Work on the two-story expansion building began in mid-August. Elford, Inc., the Construction Manager at Risk for the project, and its subcontractors are ready to begin digging the basement with a goal of having the foundations and building shell in place before winter. Relocation of the primary electrical feeds is the next step in the process.

In response to the City's request, AEP developed the attached easement to relocate the main power feed into the Justice Center. The Legal Department reviewed and approved the easement. Relocation of the power feed is necessary because it currently rests within the footprint of the building addition. Staff is requesting that the ordinance approving AEP's request be treated as an emergency to enable construction of the addition to continue with minimal delay.

Recommendation

Ordinance 71-15 would authorize the City Manager to execute the necessary easement to formally grant AEP the utility easement required to relocate its utilities.

Staff recommends that Council dispense with the second reading/public hearing and approve Ordinance 71-15 by emergency at its October 12, 2015, meeting as construction of the Project is necessary for public welfare and safety, and approval of the Ordinance will keep the Project moving forward.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

71-15

Ordinance No. _____

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT GRANTING AMERICAN ELECTRIC POWER EASEMENT ON PROPERTY OWNED BY THE CITY OF DUBLIN, LOCATED AT 6565 COMMERCE PARKWAY FOR THE JUSTICE CENTER EXPANSION/RENOVATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Dublin (the "City") programmed the Justice Center Construction/Renovation (the "Project") in the approved 2015 Capital Improvement Program; and

WHEREAS, Resolutions 57-15 and 68-15 authorized the City Manager to enter into a contract with Elford, Inc. to be the Construction Manager at Risk for the Project and established a Guaranteed Maximum Price; and

WHEREAS, the Project requires electrical service to the Justice Center to be relocated to allow for construction of the two-story addition and basement; and

WHEREAS, American Electric Power ("AEP") will need a utility easement to relocate the existing electrical service to the property; and

WHEREAS, the utility easement is necessary to complete the Project in its entirety; and

WHEREAS, the City desires to donate and dedicate the utility easement, as depicted in the attached Exhibit, to AEP for the Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute a utility easement in favor of AEP for the Justice Center Construction/Renovation project.

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance.

Section 3. This Ordinance is declared to be an emergency necessary for the immediate preservation of the public peace, health, safety or welfare, and for the further reason that obtaining the property interest is necessary for the advancement of this Project. The Ordinance shall therefore take effect immediately upon passage.

Passed this _____ day of _____, 2015.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

Eas. _____



Easement & Right of Way

The **CITY OF DUBLIN, OHIO**, a municipal corporation under the laws of the State of Ohio, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the City of Dublin, County of Franklin and State of Ohio. Being part of Lot 2 of METRO NORTH BUSINESS PARK as the same is designated, delineated and described on the recorded plat thereof, of record in Plat Book 66 Page 71, as described in Official Records Volume 14395 Page D02 of the Franklin County Recorder's Office (Parcel # 273-003966-00).

Said lines and facilities shall be constructed within a certain strip of land ten (10) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the ____ day of _____, 20__.

**The CITY OF DUBLIN, OHIO, a municipal corporation
under the laws of the State of Ohio**

By: _____

Print Name: _____

Title: _____

STATE OF OHIO, }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (Name), _____ (Title of
Officer) of the **CITY OF DUBLIN, OHIO**, a municipal corporation under the laws of the State of Ohio.

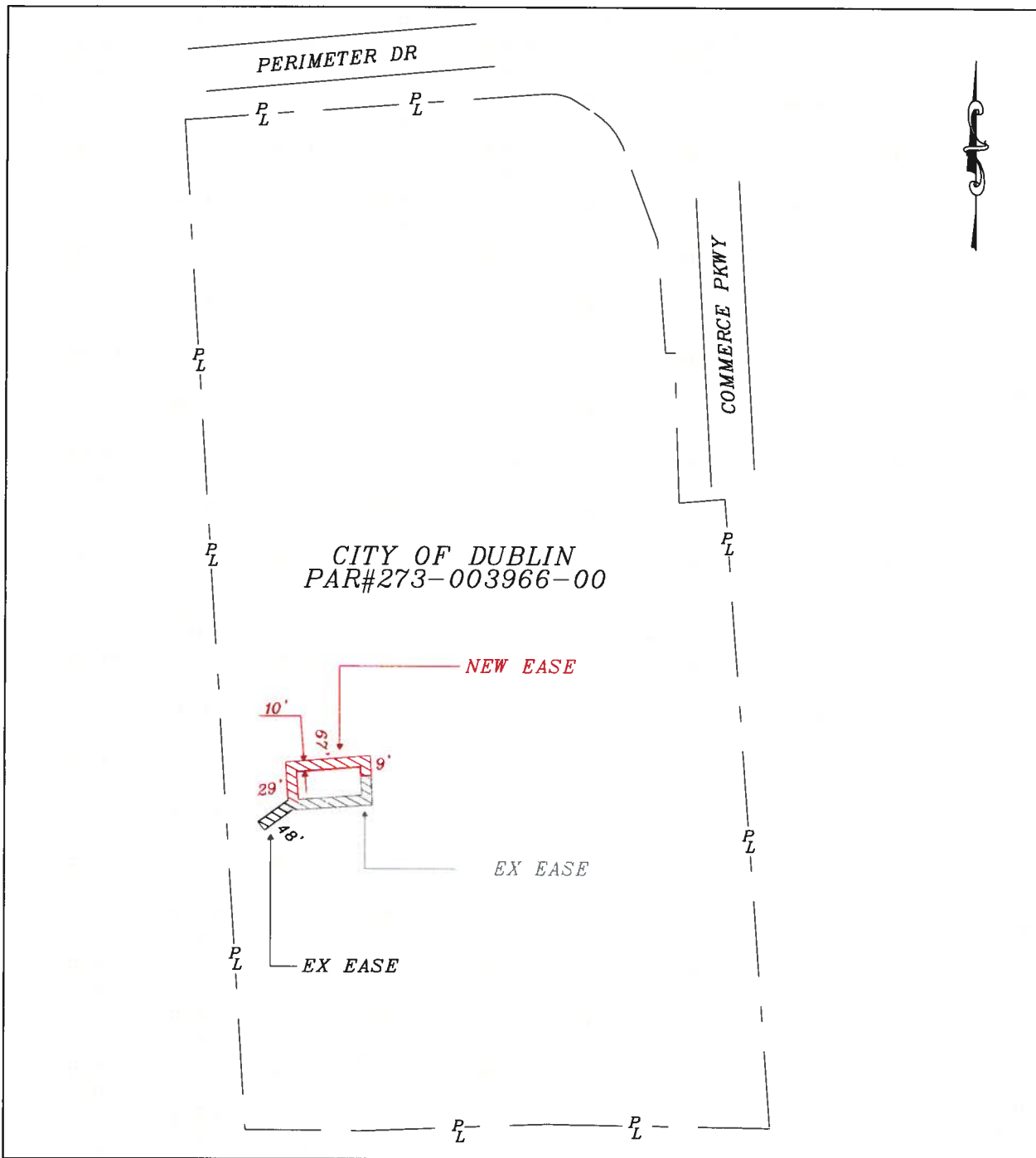
Notary Public
My Commission Expires _____

Easement prepared by Ohio Power Company CGB
Address: 6565 Commerce Parkway, Dublin, OH

Dwg. No. 59122204

W0 No. W002594301

CALL BEFORE YOU DIG !!!



**AMERICAN
ELECTRIC
POWER**

OHIO POWER

State: OHIO

County: FRANKLIN

City: DUBLIN

Drawn by: ERIC DILLARD

Date: 9-14-15